

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

T04-0054

STIPULATED AGREEMENT No. 1034

This agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission, hereinafter referred to as the "Commission", the Illinois Central Railroad Company, hereinafter referred to as the "Company", the Village of Bourbonnais in Kankakee County, hereinafter referred to as the "Village", the County of Kankakee, hereinafter referred to as the "County", the Township of Bourbonnais, hereinafter referred to as the "Township" and the State of Illinois, Department of Transportation, hereinafter referred to as the "Department".

WITNESSETH:

WHEREAS, within the Village, McKnight Road extends in an east-west direction, crosses the Company's tracks (DOT 288 933B) and intersects with Illinois Route 50 approximately 470 feet east of the tracks as measured centerline to centerline. St. George Road (County Highway 8), which is one-half mile north of McKnight Road, extends in an east-west direction, crosses the Company's tracks (DOT 288 932U) and intersects with Illinois Route 50 approximately 610 feet east of the tracks as measured centerline to centerline. The McKnight Road and St. George Road grade crossings are equipped with automatic flashing light signals and gates. McKnight Road is heavily used by large tractor-trailer trucks. A recent highway capacity analysis conducted by the Department reveals that the vehicle storage area between the St. George Road crossing and Illinois Route 50 is adequate for existing and projected traffic; and

WHEREAS, the Village proposes to extend Belson Road south from its present terminus south of St. George Road, to connect with McKnight Road, a distance of approximately 1,900 feet; the road extension, which is west of the Company's tracks, would allow for closing and barricading of the grade crossing of the Company's tracks with McKnight Road, and would divert traffic from McKnight Road to St. George Road; and

WHEREAS, proper investigation has been made of the circumstances surrounding the aforesaid safety improvements by the Commission's Railroad Section Staff; and

WHEREAS, the parties are mutually agreeable to accomplish the proposed improvements upon a determination of the Commission by Order.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements as hereinafter contained, the parties pray that the Commission enter an Order according to the provisions of Section 18c-7401 of the Illinois Commercial Transportation Law requiring that certain improvements as hereinafter stated be made and that the cost for the proposed improvements be divided among the parties according to law and that the Grade Crossing Protection Fund (GCPF) of the Motor

Fuel Tax Law be required to bear a substantial portion of the cost; To Wit the parties agree as follows:

Section 1: All improvements encompassed by this agreement shall be made in accordance with all applicable State laws, rules, standards, regulations and orders and procedures in general.

Section 2: The parties are of the opinion that in the interest of public safety the following improvements should be made:

- a. Construct an extension to the existing Belson Road, by the Village, between St. George Road and McKnight Road, substantially as set forth in Exhibit A attached hereto.
- b. Vacate the existing McKnight Road grade crossing by the Village within the Company's right-of-way.
- c. Close, abolish and barricade the McKnight Road crossing by the Company, shown in Exhibit B attached hereto, subsequent to completion and opening of the Belson Road extension.

Section 3: The Village has prepared an estimate of cost to accomplish the proposed roadway work which it may be required to perform, said estimate is attached as Exhibit C, and shall upon Order, according to the requirements contained therein, prepare detailed plans and specifications for the proposed improvement for the approval of the Commission and the Department.

Section 4: The Company and Village shall upon the Commission's Order, according to the requirements contained therein, proceed toward the completion of the work proposed herein accomplishing the improvements with their own forces or appropriate contracted services and agree that an appropriate time for the submission of any plans should be two (2) months from the date of the Commission Order, the submission of progress reports should be six (6) months from the date of the Commission Order and for completion of the work should be twelve (12) months from the date of the Commission Order subsequent to this Agreement.

Section 5: The aforesaid progress reports shall include the Commission Order number, the Order date, the project completion date as noted in the Order, crossing information (Inventory number and railroad milepost number), type of improvement and project manager information (name, title, mailing address, phone number and facsimile number of the Company and Village employee responsible for management of the project); the report from the Village shall also include the status of expenditures of the roadway project and percentage of completion of the project; if the project is behind schedule, the report must also include a brief explanation of the reason(s) for the delay.

Section 6: The parties hereto agree that an equitable division of cost to perform the proposed improvement should be:

- a. The cost to close, abolish and barricade the McKnight Road crossing (no estimate) should be paid 100% by the Company. The cost to maintain the barricades should be paid 100% by the Village.
- b. The cost for the Village to construct Belson Road, as set forth in attached Exhibit C, is estimated to be \$561,238. The Grade Crossing Protection Fund should pay 50% of the actual cost, not to exceed \$280,619. The Village should pay all remaining construction costs, as well as all future maintenance costs.
- c. The Village should pay 100% of the cost to vacate McKnight Road within the Company's right-of-way.

Section 7: The Village is financially able and willing to bear an equitable portion of the cost for the proposed improvements as may be assigned by the Order and indicates this intent by Resolution attached as Exhibit D.

Section 8: All bills for expenditures authorized to be reimbursed from the Grade Crossing Protection Fund shall be submitted to the Department's district office as follows: Illinois Department of Transportation, Bureau of Local Roads and Streets, 700 East Norris Drive, Ottawa, Illinois 61350. The final bill for expenditures shall be clearly marked "Final Bill", and authorization for reimbursement from the Grade Crossing Protection Fund shall expire and the Department shall de-obligate all residual Grade Crossing Protection Fund money twelve (12) months after the completion date specified in the Order.

Section 9: The Village shall submit to the Commission copies of the vacation ordinance or other legal documents that show McKnight Road has been vacated within the Company's right-of-way. The Village and the Township shall install and maintain any required signs in conformance with the Manual on Uniform Traffic Control Devices, indicating the McKnight Road crossing closure.

Section 10: This agreement shall be binding upon the parties hereto, their successors or assigns. Upon execution of this agreement by all parties, the Commission shall within 60 days enter an appropriate order accepting or rejecting such stipulation according to the provisions contained herein.

In Witness Whereof, the parties have caused this agreement to be executed by their duly authorized officers, as of the dates indicated herein.

Executed by the Commission this **26th** day of **April**, 2004

A handwritten signature in black ink, appearing to read "M. E. Stead", written over a horizontal line.

Michael E. Stead
Rail Safety Program Administrator

Attest:

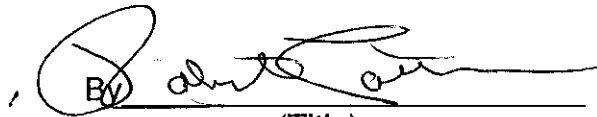
A handwritten signature in black ink, appearing to read "Daniel S. Drewes", written over a horizontal line.

Daniel S. Drewes
Rail Safety Section

Illinois Commerce Commission Stipulated Agreement No. 1034 concerning the construction of a connecting road and the closure of the Illinois Central / McKnight Road grade crossing (DOT 288 933B) in the Village of Bourbonnais, Illinois.

Executed by the Village of Bourbonnais this 3rd day of May, 2004.


VILLAGE OF BOURBONNAIS


BY _____

(Title)

Mayor

Attest:



Village Clerk

Illinois Commerce Commission Stipulated Agreement No. 1034 concerning construction of a connecting road and closure of the Illinois Central / McKnight Road grade crossing (DOT 288 933B) located in Bourbonnais, Illinois.

Executed by the Department this 11th day of May, 2004.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By Victor A. Modler
Director of Highways *gk*

Illinois Commerce Commission Stipulated Agreement No. 1034 concerning the construction of a connecting road and the closure of the Illinois Central / McKnight Road grade crossing (DOT 288 933B) located in Bourbonnais, Illinois.

Executed by the Township of Bourbonnais this 17th day of May, 2004.

BOURBONNAIS TOWNSHIP

By Michael Hildebrand
(Title)
MICHAEL HILDEBRAND, HIGHWAY COMMISSIONER

Attest:

Joan Pierce
JOAN PIERCE, TOWNSHIP CLERK

RECEIVED
MAY 19 2004

Illinois Commerce Commission
RAIL SAFETY SECTION

Illinois Commerce Commission Stipulated Agreement No. 1034 concerning construction of a connecting road and closure of the McKnight Road highwayrail crossing of the Illinois Central Railroad Company's track (Milepost 51.35, AAR/DOT 288 933B) in the Village of Bourbonnais, Kankakee County, Illinois.

Executed by the Company this 7th day of June, 2004

ILLINOIS CENTRAL RAILROAD COMPANY

By: Paul E. Ladue
Paul E. Ladue
Region Manager
Contracts and Administration

Witness:

Tom Zeinz
Tom Zeinz
Manager Public Works

Illinois Commerce Commission Stipulated Agreement No. 1034 concerning the construction of a connecting road and the closure of the Illinois Central / McKnight Road grade crossing (DOT 288 933B) in the Village of Bourbonnais, Illinois.

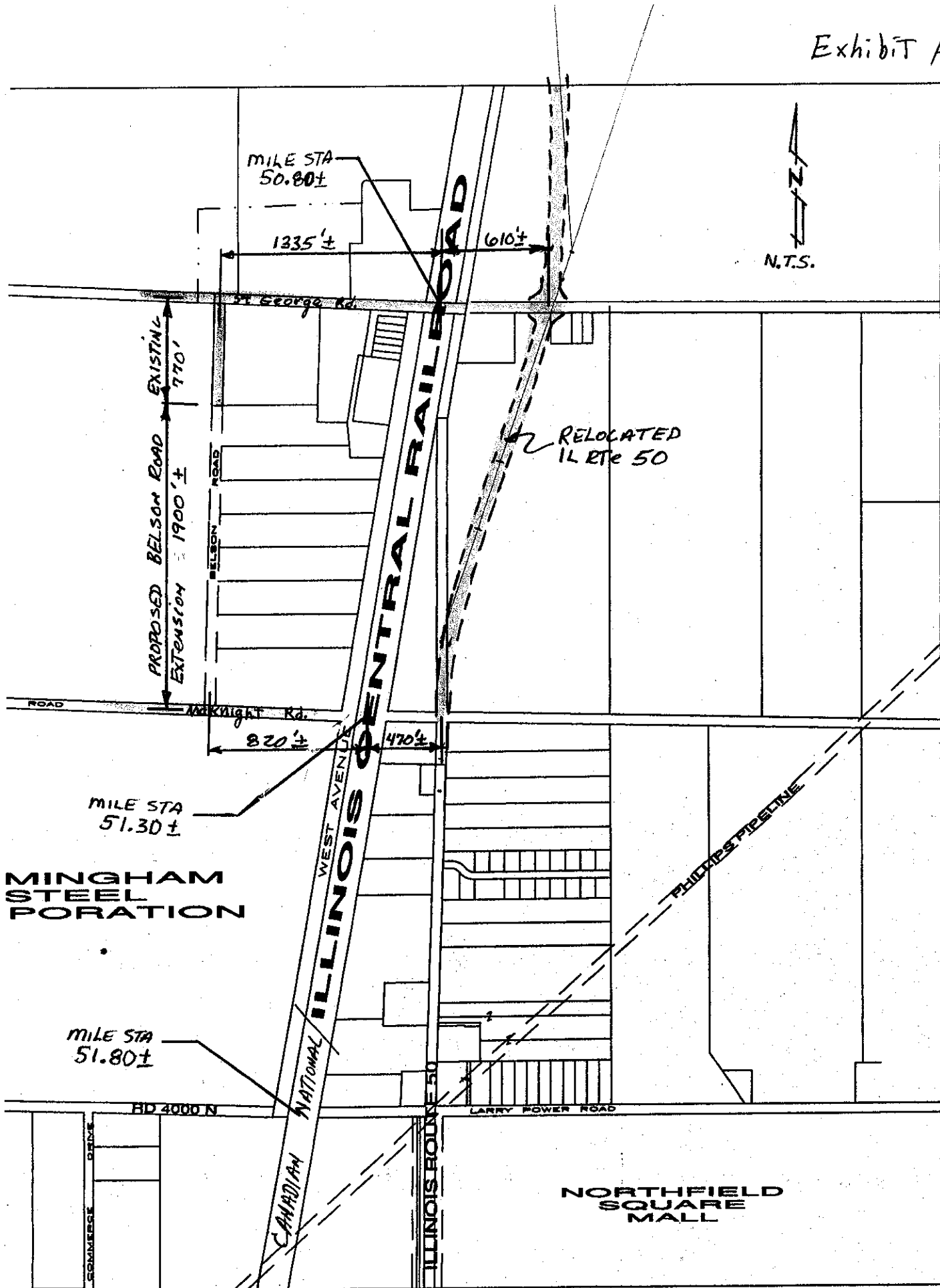
Executed by the County of Kankakee this 8th day of June, 2004.

County of Kankakee

By Karl [Signature]
(Title)

Attest:

Brian Clark





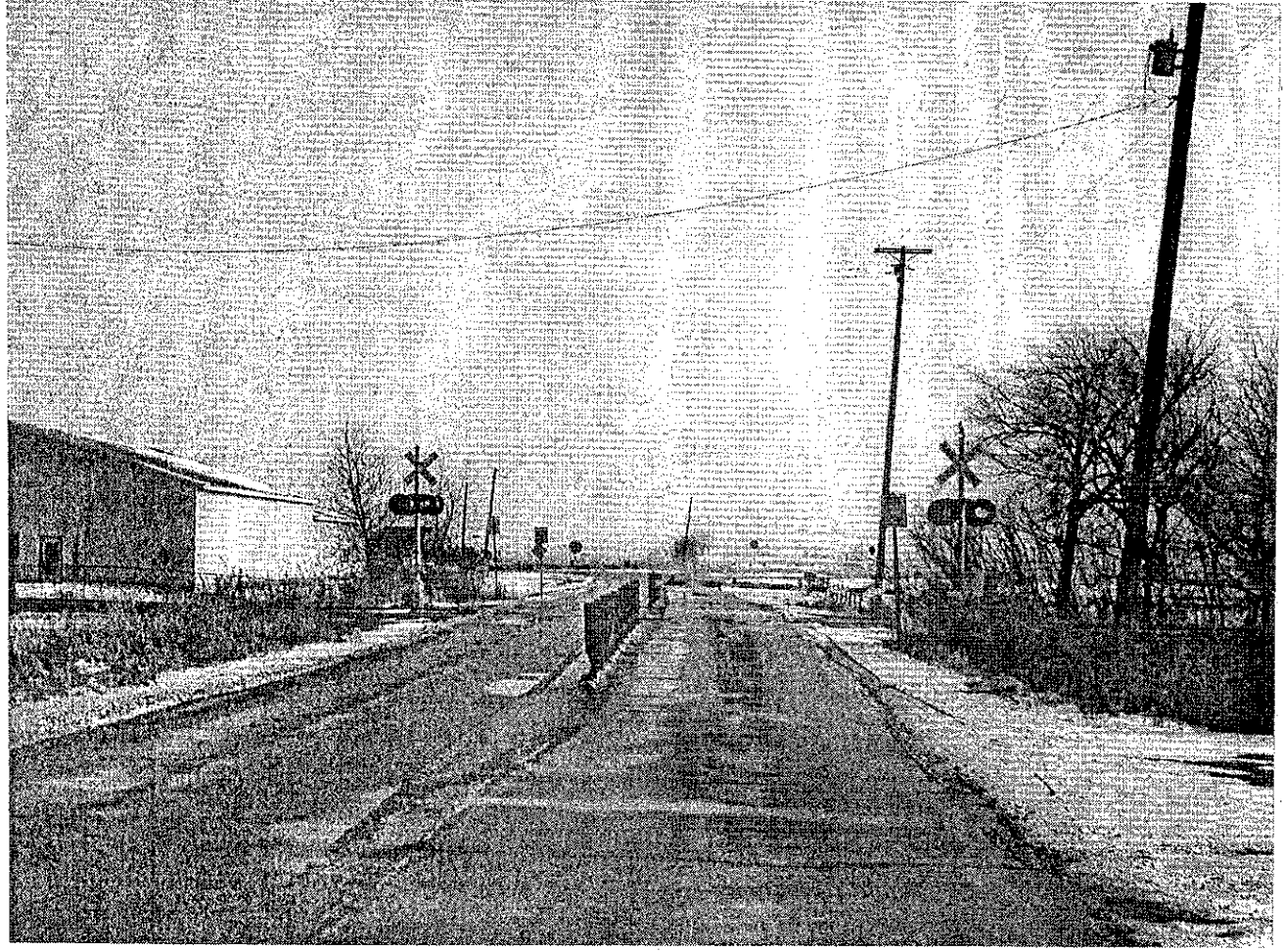
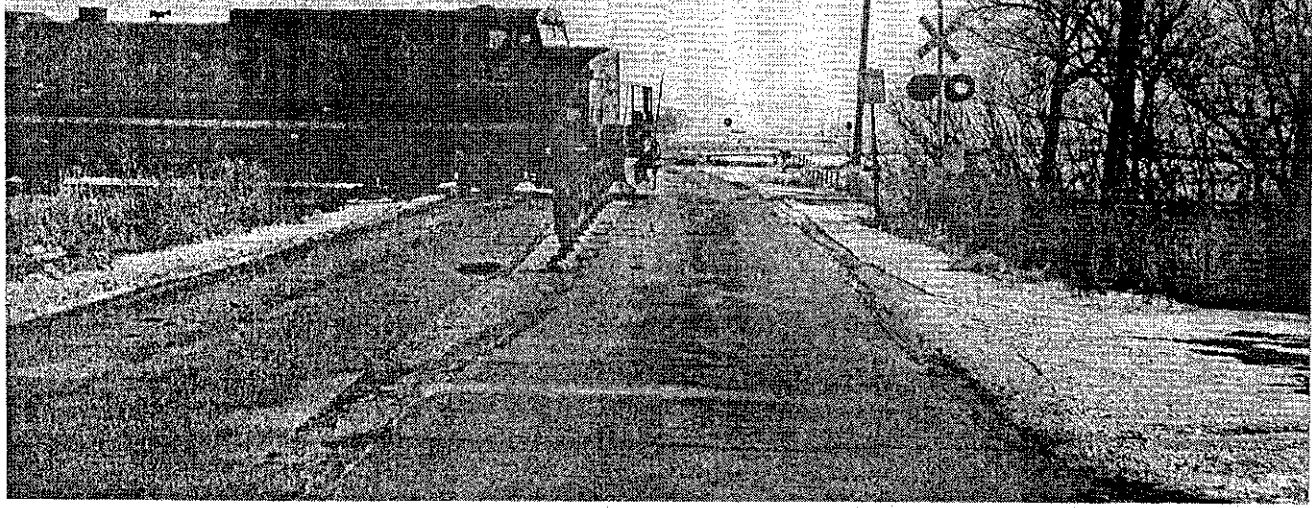


Exhibit C

Village of Bourbonnais**Belson Road Extension (St. George Road to McKnight Road)-1900 LN. FT.****Very Preliminary Estimate of Cost—Dated March 4, 2004****CONSTRUCTION COST ESTIMATE**

Earth Excavation	3000 CY	\$ 10.00	\$ 30,000.00
Combination Concrete Curb & Gutter	3810 LF	\$ 15.00	\$ 57,150.00
Heavy Duty Pavement	7604 SY	\$ 28.00	\$212,912.00
Storm Sewer Piping < 18"	840 LF	\$ 25.00	\$ 21,000.00
Storm Sewer Piping > 18"	2100 LF	\$ 45.00	\$ 94,500.00
Storm Sewer Manholes	8 EA	\$1,500.00	\$ 12,000.00
Storm Sewer Inlet	12 EA	\$ 600.00	\$ 7,200.00
Street Lights	6 EA	\$4,000.00	\$ 24,000.00
Pavement Markings & Signage	1 LS	\$2,500.00	\$ 2,500.00
Restoration	1 LS	\$3,500.00	\$ 3,500.00
10% Contingency			<u>\$ 46,476.20</u>

Construction Cost Estimate **\$511,238.20**

Engineering Cost **\$ 50,000.00**

Very Preliminary Project Cost Estimate **\$561,238.20**

ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT

Date May 3, 2004 Agreement # 1034

The Village of Bourbonnais Board of Trustees
(Board or Council of City, Village, County, etc.)

meeting on May 3, 2004 Resolved to authorize

Robert Latham, Village President

(Name, Office)

to act as its designated agent in the processing of this Stipulated Agreement and that
the Village of Bourbonnais
(Township, City, Village or County)

is financially willing and able to bear the costs for the proposed improvement as may be
assigned to it according to the terms of this Agreement.